



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

Robert Oldakowski, *Mayor*

Jorge E. Mendia, *Vice Mayor*

Martha Fdez-León Broucek

Carol Diaz-Castro

Mortimer Fried

James L. Peters

Robert L. Vernon

DT: March 16, 2004

TO: Honorable Mayor and Members of the Village Council

Village Manager

Jacqueline R. Menendez

FR: Jacqueline R. Menendez, Village Manager

RE: Key Biscayne Salary Survey and Job Description Contract

RECOMMENDATION

It is recommended that Village Council approve the accompanying Ordinance and Agreement which provide for the formulation of job descriptions for each position within the Village, detailing functional responsibilities, together with a survey and detailed analysis of current compensation as compared to other regional municipalities, based on comparable community size and job market.

BACKGROUND

In December 2003, the Village Council authorized the Village Manager to execute a Request for Proposal soliciting the services of qualified firms within the State of Florida which specialize in human resource functions. The closing date for this RFP was December 15, 2003 with a total cost to the Village not to exceed \$25,000. This amount will be charged proportionately against each departmental budget.

The Village received no response to the RFP and therefore, actively solicited services from various other sources. As of this date, only two firms have responded:

1. Star Human Resources Group, with a total bid of \$25,000.
2. Career Edge, Inc., with a total bid of \$37,000.

It is recommended that the contract be awarded to Star Human Resources.

RESOLUTION NO. 2004-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN STAR HUMAN RESOURCES GROUP (THE "CONSULTANT") AND THE VILLAGE OF KEY BISCAYNE TO PROVIDE FOR PROFESSIONAL PERSONNEL CONSULTING SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Manager has recommended that the Village retain the professional services of Star Human Resources Group (the "Consultant") to provide certain personnel consulting services for the Village; and

WHEREAS, the Village Council finds that approval of the Professional Services Agreement between Consultant and the Village is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Professional Services Agreement, in substantially the form attached hereto, between Star Human Resources Group and the Village is hereby approved and the Village Manager is authorized to execute the Agreement, once the Agreement has been approved by the Village Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Village Manager is hereby authorized to take any necessary action to implement this Resolution and the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of _____, 2004.

ROBERT OLDAKOWSKI, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

**VILLAGE OF KEY BISCAYNE
AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this ____ day of March, 2004, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and STAR HUMAN RESOURCES GROUP (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform certain professional personnel services as specifically described in the proposal which is provided in Exhibit "A" to this Agreement ("Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager.

2. FEES FOR SERVICES

The CONSULTANT agrees to charge the VILLAGE for the Specified Services which are provided by CONSULTANT, in accordance with the fee schedule set forth in Exhibit "A", for a total fee of Twenty Five Thousand (\$25,000.00) Dollars.

3. TERM

The duration of the term of this Agreement is 120 days unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. **RECORDS**

All original details, reports, work papers and other documents and plans that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT.

5. **INSURANCE**

Unless revised in writing by the Village Manager, the CONSULTANT shall at all times carry professional liability insurance, worker's compensation insurance (if applicable) and automotive liability insurance, each with minimum policy limits in the amount of Three Hundred Thousand (\$300,000.00) Dollars per occurrence, single limit for bodily injury and property damage combined, except that the amount of worker's compensation insurance, if applicable, shall be as provided by law. The Village shall be named as an additional insured on all of the above insurance policies to the extent authorized by law. Each insurance policy shall state that it is not cancelable without written notice to the VILLAGE 30 days prior to the effective date of said cancellation.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT.

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the

award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon twenty days written notice with or without cause and by the CONSULTANT upon 45 days written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Exhibit "A" and Paragraph 2 above, for all acceptable work performed up to the date of termination, and any unearned fees which have been advanced by VILLAGE shall be refunded upon demand by Village.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

12. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:	Jacqueline Menendez Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
With a copy to:	Village Attorney Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A. 2665 South Bayshore Drive Suite 420 Miami, Florida 33133
Consultant:	Star Human Resources Group 900 Wren Avenue Miami Springs, Florida 33166

13. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

STAR HUMAN RESOURCES GROUP
900 Wren Avenue
Miami Springs, FL 33166

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: _____
Susan L. Stinson

By: _____
Jacqueline Menendez,
Village Manager

Attest: _____
Village Clerk

Approved as to Legal Sufficiency:

Village Attorney

